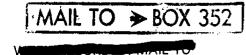
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2002-07-12 10:12:09

Cook County Recorder

31.00



UNITED AIRLINES EMPLOYEES C.U. MORTGAGE OPERATIONS 11545 W. TOUHY AVE. CHICAGO, IL 60666



~	SPACE ABOVE THIS LINE FOR RECORDER'S USE			
39457 REVOLVING CREDIT MORTGAGE				
THIS MORTGAGE CONTAINS A DUE-ON-SA AGREEMENT WHICH PROVIDES FOR A REV OF INTEREST. THIS MORTGAGE WAS PREF	ALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT VOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE PARED BY UNITED AIRLINES EMPLOYEES C.U.			
3371960				
THIS MORTGAGE is made on	JUNE 05, 2002 , between the Mortgagor,			
SCOTT SHIELDS AND PATRICIA SHIELDS, HUSBAND A (herein "Borrower"), and the Mortgagee, <u>Un</u>				
a corporation organized and existing under th	ne laws of ILLINOIS			
a corporation organized and existing enter the	, whose address is			
11545 W. TOUHY AVE., CHICAGO, IL 60666				
	(herein "Lender").			
LOANLINER Home Equity Plan Credit dated the same day as this Mortg thereof (herein "Credit Agreement"). the Credit Agreement, which advance from time to time. Borrower and Lend The total outstanding principal balant finance charges thereon at a rate wh	due and to become due uncier the terms and conditions of the tagreement and Truth-in-Lending Disclosures made by Borrower and tage, and all modifications, amenuments, extensions and renewals. Lender has agreed to make advances to Borrower under the terms of es will be of a revolving nature and may be made, repaid, and remade der contemplate a series of advances to be secured by this Mortgage. The owing at any one time under the Credit Agreement (not including the incidence of the credit Agreement) shall not exceed.			
the Credit Agreement as the Credit sooner paid, is due and payable 15 (2) The payment of all other sums advar with finance charges thereon at a rate (3) The performance of the covenants and BORROWER does hereby mortgage, wa	referred to herein as the Maximum Principal Balance and referred to in Limit. The entire indebtedness under the Credit Agreement, if not years from the date of this Mortgage. Indeed in accordance herewith to protect the security of this Mortgage, we which may vary as described in the Credit Agreement. Indicate and agreements of Borrower herein contained; where the following described property contained in the Credit Agreements. It is a state of Illinois:			

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LOT 17 IN BLOCK 6 IN PROSPECT PARK COUNTRY CLUB SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11 AND THE SOUTH 15 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN # 08-11-420-006

which has the address of	571 SOUTH LOKA AV	ENUE			
MOUNT PROSPECT	3	(Street)	, Illinois	60056	(hereir
111001201	(City)	- 1-7		(Zip Code)	- '
"Property Address");	O)r				
Property Tax ID No.:	08-11-420-006				
appurtenances and fixtures	s, all of which shall be oregoing, together wi eferred to as the "Pro	or hareafter erected on the e darmed to be and remain a ith said property (or the lease operty."	part of the pr	roperty covere	d by this
This Property is part of		ect known as			
This Hoporty is part o	i a condominam proj	Joseph Miles Miles			
***	<u></u>				
condominium project.		and all Borrower's rights in	the common	elements of	the
This Property is in a P	lanned Unit Developm	nent known as			

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, execute for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not

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iding and applying the Funds, analyzing said account or verifying and compiling said assessments inding and applying the Funds and applicable law permits Lender to make such a solution of this Mortgage that interest on the charge for solution and Lender may agree in writing at the time of execution of this Mortgage that interest on the charge half to Borrower, and unless such agreement is made or applicable law requires such interest on the wer and Lenguiser, and unless such agreement is made or applicable law requires such interest to be be required to pay Borrower any interest or earnings on the Funds see shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to paid, see shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to paid, for without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Borrower, without charge, an annual accounting of the Funds are pledged as additional security for the sums purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums purpose for which each debit to the Funds held by Lender, together with the future monthly installments of Funds payable amount of the Funds held by Lender, insurance premiums and ground rents shall exceed the amount to the due dates of taxes, assessments, insurance premiums and ground rents shall exceed the amount to the due dates of taxes.

nor to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall required to pay said taxes, asserting repaid to Borrower or credited to Borrower on monthly installments of be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of be, at Borrower's option, either promptly repaid to Borrower or credited to Borrow premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the

deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lerder If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lenger at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Farments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and caragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

- 4. Prior Mortgages and Deer's of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Pincipal Balance plus the full amount of any lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Serrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All ir surance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renew als thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has recority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration

or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless

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other terms of payment, such amounts shall be payable upon notice from Lender to other terms of payment, such amounts shall be payable upon notice from Lender to incur any thereof. Nothing contained in this paragraph 7 shall require Lender to incur any breach thereof. Nothing contained in this paragraph shall not cure any breach and thereof. Nothing contained in this paragraph shall not cure any breach is more agreement under this Morigage. Borrower agrees that Lender is covered to any payment by Lender to such the extent of any payment by Lender to such any such inspection specific.

Some of the payable upon notice from Lender to incur any breach thereof. Nothing contained in this paragraph 7 shall ender the such as a such as a such as a such as a such and a such as a such a

Borrowed to a such subjection of the property or claim for damages, of any indebtedness under the Credit subjection. The proceeds of any award of the extent of any indebtedness under the Credit subjection. The proceeds of the to Lender, to the extent of any indebtedness under the Credit deed of trust or other security agreement with a lien which has property are the terms of any more and shall be page.

Lender Not a Waiver. Extension of the time for navnet the extent of any are the terms of any more and are the terms of any more and the terms of any any such inspection specific inspection and the terms of the Property, provided. To other taking be page, deed of trust or other secured by Lender to any successor in interest therefor relation as the terms of any more by this Mortgage granted by Lender to any successor in interest therefor relation of the time for payment or therefor relation of the terms of any more by this Mortgage granted by Lender to any successor or refuse to manner, the liability of the diginal Borrower and Borrower's name to manner, the liability of the diginal Borrower and Borrower's name, the liability of the diginal Borrower and Borrower's name to manner, the liability of the diginal Borrower and Borrower's name to manner, the liability of the diginal Borrower and Borrower's norded by applicable law, shall not be a waiver of or not provided by applicable law, shall not be a waiver of or and made by and any such right or remedy. Several Liability: Co-signers. The covenants and agreements of the made by and Assigns Pound; Intereunder shall find and Assigns Pound; Intereunder shall find and any provisions of pardgraph 21 hereof. All covenants and agreements of operty to Lender under the terms of the Mortgage, grant and convey that Borrower's interest in the light this Mortgage under the terms of the mortgage, grant and convey that Borrower's interest in the light this Mortgage.

porrower shall be jo signing this Mortgige only to mortgage, grant and convey that Borrower's interest in the Agreement, (a) be jo signing this Mortgige only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (3) is not personally liable under the Credit Agreement or under this Mortgage, (3) is not personally liable under the certain modify, under this Mortgage, and (c) correct that it under this Mortgage, and (c) agrees that Lendar and other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations of enendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's consent and without releasing that Borrower or modifying this

Mortgage as to that Borrower's interest in the Proper in 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Morts age or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrows: stiall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future au cure under a prior

mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and of this Mortgage at the

time of execution or after recordation hereof. 16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of

the homestead exemption as to all sums secured by this Mortgage. 18. Waiver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of

limitation as a defense to any demand or obligation secured by this Mortgage.

19. Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.



or part of the Property or any right in the Property or any rights in the Property or any right in the Property is sold or transferred also hereof, promptly after such transfer.

Borrower will continue to be obligated under the Credit Agreement writing. As a condition to lender,'s consent to any proposed writing. As a condition to lender,'s consent to any proposed writing. As a condition to lender,'s consent to any proposed writing. As a condition to lender,'s consent to any proposed here and Lender may impose an assumption fee. The Lender may require that the person to whom the Property is Lender and Lender may impose an assumption fee. The shall be in a consent to applicable law, Lender shall have the right to accelerate, that is, to shall be in a consent to applicable law, Lender shall have the right to accelerate, that is, to shall be in a consent to applicable law, Lender shall give Borrower notice of the Property or any rights in the Property and the Property is sums all or part of the Property or any rights in the Property and the Property is sums all or part of the Property or any rights in the Property and the Property is sums all or part of the Property or any rights in the Property and the Property is sums all or part of the Property or any rights in the Property and the Property is sums all or part of the Property or any rights in the Property and the Property of the Property or any rights in the Property and the Property of the Property or any rights in the Property and the Property of the Property of the Property or any right in the Property of the Property Tensier. Borrower shall give notice to Lender, as a hereof, prior to any sale or transfer of all or part of the Property or any rights in the property of the Property or any right in the Property is sold or transferred.

The manual of Lender, sells or transfers, Lender shall give Borrower notice of acceleration for transfers, Lender shall give Borrower notice of acceleration of Lender, sells or transfers, Lender shall give Borrower notice of acceleration of Lender, sells or transfers, Lender shall give Borrower notice of acceleration of Lender, sells or transfers, Lender shall give Borrower notice of acceleration of Lender, sells or transfers, Lender shall give Borrower notice of acceleration of Lender, sells or transfers, Lender shall give Borrower notice of acceleration of Lender, sells or transfers, Lender shall give Borrower notice of acceleration of Lender, sells or transfers, Lender shall have the right to accelerate that is, to applicable law, Lender shall have the right to accelerate, that is, to accelerate the right to

shall be the porty union to a greenine persultable law this Mortgage or Deed of Trust, if Borrower, without Fins Ms a consequence of subject to applicable by this Mortgage or Deed of Trust, if Borrower, without the Property.

And the Property of the Property of the Property or any rights in the Property of the Notice and the Indian and the Property of the Notice of the Property of the Property of the Notice of the Property of the Property of the Property of the Property of the Notice of the Property of the Property of the Notice of the Property of the The ess than 10 days from the date the notice is mailed to Borrower by which such event of default medvared; and (4) that failure to cure such event of default on or before the date specified in the notice may fin acceleration of the sums.

in rin acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the croperty. The notice shall further inform Ponower of the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure. If the event of default is not condition on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums sourced by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of forecloses including, but not limited to, reasonable attorney's fees and costs of documentary evidence abstractional title reports.

and costs of documentary evidence, abstracts and title rooms. 23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage. enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under the Mortgage and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of defaults (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as lander that the lies of this Mortgage and (d) Borrower takes such action as Lender may reasonably require to assize that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sure secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgan and the obligations secured

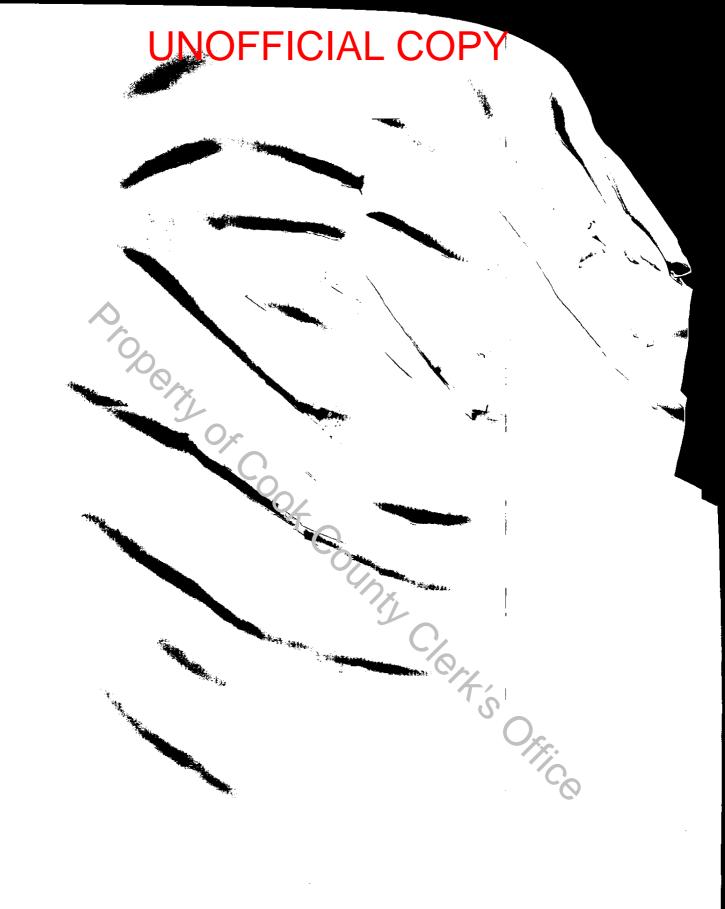
hereby shall remain in full force and effect as if no acceleration had occurred.

24. Assignment of Rents; Appointment of Receiver. As additional security hereunder, borrower hereby assigns to lender the rents of the property, provided that borrower shall, prior to acceleration under paragraph 22 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 22 hereof or abandonment of the property, lender strall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys fees, and then to the sums secured by this mortgage. The receiver shall be liable to account only for those rents actually received.

25. Release. This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. Lender shall discharge this Mortgage when Borrower has (1) paid all sums secured by this Mortgage and (2) has requested (a) that the line of credit be canceled or (b) that the line of credit be reduced below the amount for which a security interest in real property may be required

by Lender. Lender shall release this Mortgage without charge to Borrower.



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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

X Sut Shales	
	(Seal)
SCOTT SHIELDS	
X tatricia Sheld	
PATRICIA SHIELDS	(Seal)
X Borrower	
	(Seal)
X Br. ro ver	
C _O -	(Seal)
Borrower	
STATE OF IL ,	County ss:
1, DAN THIEL	a Notary Public in and for said
county and state, do hereby certify thatSCOTT SHIELDS AND PATRICIA	SHIELDS
<u> </u>	
	personally known to me to be the
same person(s) whose name(s) ARE subscribed to the foregoing in person, and acknowledged that THEY signed and delivered the said for the uses and purposes therein set forth.	strument, appeared before me this day in
to the uses and purposes therein set forth.	100
Given under my hand and official seal, this 2	day of
My Commission expires: $11/24/03$	Notary Public
OFFICIAL SEA DANIEL R'THIE NOTARY PUBLIC, STATE OF	

EIL938 (LASER) 27860